RELEASED IN PART B4, B6

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SAQMMADBD0051 :ATING CONTRACT ID COOL AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 5. PROJECT HO (Nacplicable) RECUSETION PURCHASE REQ. NO. A: EFFECTIVE DATE 2. AMENDMENT/MODIFICATION NO. 12/02/2008 M002 ' 474 BUSTERFORY (Fofter State Bern 6) LNACM STISSUED BY OFFICE OF ACQUISITION MANAGEMENT (A/LM/AQM) Cornellus Pitts PO BOX 9115, ROSSLYN STATION US DEPARTMENT OF STATE 703-875-0011 ARLINGTON, VA 22219 PA AMENDMENT OF SOLICITATION NO. PHISTOR (2) state and ZP Code STANLEY ASSOCIATES INC 98: DATED (BEE IT 34) 11). 3101 WILSON BLVD STE 700 **ARLINGTON, VA 22201-4445** OF LEDGERCATION OF CONTRACTIONOUS NO. SAQMMA08D0051 HB. DATED (SEE ITEM 15) 03/20/2008 DUNE 144202843 CONTACT Jonathan Barker CODE 144202843 FACELFY CODE 99100 11, THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The blorie numbered exhibition is whended so set tirth in Yes, 14. The Four and date specified for rec Concerned achievedge receipt of this extendinate prior to the hour and date specified to the entendedge of the prior of the intended of the prior of 12 ACCOUNTING AND APPROPRIATION BATA (Fragular \$0.00 See Line Item Detail 13: THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIER THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. A THEOLOGIC ORDER IN INSULATION OF THE CHARGE SET FORTH IN THE WAS INTO CONTRACT ORDER NO. IN THE WAS SET FORTH IN THE WAS IN THE CONTRACT ORDER NO. IN THE WAS SET FORTH IN THE WAS IN THE CONTRACT ORDER NO. IN THE WAS SET FORTH IN THE WAS IN THE CONTRACT ORDER NO. IN THE WAS SET FORTH IN THE WAS IN THE CONTRACT ORDER NO. IN THE WAS SET FORTH IN THE WAS IN THE CONTRACT ORDER NO. IN THE WAS IN THE CONTRACT ORDER NO. IN THE WAS IN THE WAS IN THE CONTRACT ORDER NO. IN THE WAS IN THE WAS IN THE CONTRACT ORDER NO. IN THE WAS IN THE WAS IN THE CONTRACT ORDER NO. IN THE WAS IN THE WAS IN THE CONTRACT ORDER NO. IN THE WAS IN TH Х B. THE ABOVE RUNBERED CONTRAC NORDER IS MODIFIED TO REPLECT THE ADMINISTRATIVE CHANGES (such as charges to psying office, appropriate sinks, etc.) SET PORTH IN ITEM-14. PURISHANT TO THE AUTHORITY OF PAR 43. USO. C. THE SUPPLEMENTAL MORE EMENT IS CHICAGO INTO PURSUME TO AUTHORITY OF D. OTHER (Specify type of modecalism and authority) is teriminal to with the specimens and copies only 14. Description of Authoritation (Company to the Description of the Principle and replace with a revised Section B, Base Year Pricing and replace with a revised Section B, Base Year to reflect additional 2 months totaling 12 months to the base and reserve the transition plan. This change will result in the estimated cost for the base year totaling exceed \$581,361,384.15 for the base year including all option periods. Accordingly. Section G, G.4 DOSAR:652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (AUG 1999) Change the Contracting Officer's Representative (COR) from: Alan J. Swygert, CA/PPT/PPS to Eric G. Fisher, CAPPT/PPS/PS. Delete Section H, H.3 KEY PERSONNEL (02/96) and replace with a revised KEY PERSONNEL (pgs. 197 and 198) Except so provided herein, all wrims and conditions of the document referenced in term SA.or 19A, ea CONTRACTING OFFICER (Typy or print) 15% NAME AND TITLE OF BOHER (Type of print) 16C. DATE SIGNED. 15C. CATE SIGNEO SE CONTRACTOR/OFFEROR 12/05/2008 STANDARD FORM 30 (REV. 10-83); Presidently GRAFAR (48 CFR) 53.213 (Signature of person; sufficient to seri) POSN-7548-01-182-8070 Previous addian unusable

UNITED STATES DEPARTMENT OF STATE REVIEW AUTHORITY: CHARLES E LAHIGUERA DATE/CASE ID: 17 SEP 2010 200702174 **B4**

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

8.3	SCHEDULE OF PRICE
0 1 4	DACE VEAR

TIME-AND-MATERIAL, LABOR HOUR

ESTIMATED HRS UNIT TOTAL
CLIN DESCRIPTION PER MONTH UOI RÂTE PRICE

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0002	Task 2 - National Passport Center Operational Support Labor Category		
	Labor Cacegory		
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)003	TRAVEL		LT .	50,000.00	
0004	Task 3 - Agency and Headquarters Operational Support Boston Passport Agency				
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SECTION 8 SUPPLIES OR SERVICES AND PRICES/COSTS

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Headquarters Operational			
Support			
Colorado Passport Agency			

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SECTION 8 SUPPLIES OR SERVICES AND PRICES/COSTS

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SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

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Task 3 - Agency and Headquarters Operational Support San Francisco Passport Agency			
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	Total Price per month times 12 months		
Task 3 - Agency and Headquarters Operational Support Seattle Passport Agency	·	 · · · · · · · · · · · · · · · · · · ·	7

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

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SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

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SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

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Task 3 - Agency and Headquarters Operational Support Stanley Associates Site - PMO		B4
,	Total per month	

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SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

		Total Price per month times 12 months		
5	TRAVEL		LT	150,000.00
6	Task 4 - Architectural Design Support for Passport Services Facilities			
		Total per month		
		Total Price per month times 12 months		
07	TRAVEL	•	LT	50,000.05
08	Task 5 - Business Process Support Training Labor Category			·

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

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	Total per month		
	Total Price per month		
	times 12 months		
		ĻТ	150,000.00
TRAVEL			
Task 6 - Charleston Passport			
Center Operational Support	•		
Labor Category			
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SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

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TRAVEL		LT	50,000.0
Task 7 - New Orleans Passport Center Operational Support Labor Category			
Passport Center Operational Support	•		
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Passport Center Operational Support	•		
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SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS.

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			FIXED FEE	ESTIMATED COST PLUS FIXED FEE
CLIN	DESCRIPTION	ESTIMATED COST	<u>EEF</u>	
0014	TASK 8 - Passport System			
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Purchasing Supply Program	
Direct Labor	
	NATED SUB-
•	TOTAL CPFF
TOTAL	ESTIMATED
	BASE YEAR

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 GOVERNMENT-FURNISHED EQUIPMENT AND SPACE (ON-SITE) (05/95)

For Contractor personnel performing work on Government premises, the Government shall provide: on-site office space, furniture, telephone service, and any other necessary supplies and equipment.

H.2 GOVERNMENT-FURNISHED PROPERTY (05/95)

Notwithstanding any term or condition of this contract to the contrary, the Government will provide office work space, office automation equipment, and furniture for contractor personnel.

H.3 KEY PERSONNEL (02/96)

The contractor shall employ qualified (education / certification) professionals to address the performance requirements set forth in the contract. All billable personnel must be dedicated for government work for the specified number of hours. The contractor is prohibited from engaging corporate principals (persons who hold corporate positions) in billable activities without authorization from the CO and the COR.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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- (b) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer. During the first ninety days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.
- (c) All proposed substitutes shall meet or exceed the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five days, or ninety days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

 (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the (d) Contracting Officer to enable him to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H.4 SAFEGUARDING OF INFORMATION (05/95)

The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except in the necessary performance of their duties or upon written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for the sole use of and become the exclusive property of the U.S. Government. Furthermore, no article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of work performed under this contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer.